

F07-2454

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Deutsche Bank National Trust)
Company, as Trustee of Argent)
Mortgage Securities, Inc., Asset)
Backed Pass-Through Certificates,)
Series 2006-W5, Under the Pooling)
and Servicing Agreement Dated as of)
May 1, 2006, Without Recourse)

Plaintiff)

v.)

Lisa Gamble, et al.)

Defendants.)

CASE NO.: 07-1524

JUDGE: Solomon Oliver, Jr.

JUDGMENT ENTRY AND
DECREE OF FORECLOSURE

UNITED STATES DISTRICT JUDGE SOLOMON OLIVER JR.

This matter is before the Court on Plaintiff's Complaint and Motion for Default Judgment and Defendant City of Maple Heights' Answer. The real property that is the subject of this foreclosure action (the "Property".) is as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and bounded and described as follows: And known as being the Westerly 37 feet of Sublot No. 22 in the Berwald-Stewart Company's Eddy Road Allotment of part of Original 100 Acre Lots Nos. 356 and 357, as shown by the recorded plat in Volume 50 of Maps, Page 19 of Cuyahoga County Records, and being 37 feet front on the northerly side of Shadeland Avenue, N.E. and extending back between parallel lines 92 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Premises commonly known as: 12009-12011 Shadeland Avenue, Cleveland, Ohio 44108

The Clerk's Entry of Default is properly reflected on the Pacer docket. In response to the Motion for Default Judgment, the Court finds that Lisa Gamble, John Doe, Real Name Unknown, the Unknown Spouse, if any, of Lisa Gamble and Delon C. Stephens have been served with a Summons and Complaint but are in default for failure to file an Answer or other responsive pleading. As a result, with respect to such defendants, the Court hereby

grants Plaintiff's Motion for Default Judgment and enters judgment in favor of Plaintiff for the relief sought by Plaintiff in its Complaint.

The Court finds that Lisa Gamble executed the promissory note referenced in the Complaint (the "Note".) and therefore promised, among other things, to make monthly payments on or before the date such payments were due. The Court further finds that Plaintiff is the holder of the Note and that the sums due under the Note were accelerated in accordance with the terms of the Note and Mortgage. The Court further finds that Lisa Gamble executed and delivered the mortgage referenced in the Complaint (the "Mortgage".), that Plaintiff is the holder of the Mortgage, and that the Mortgage secures the amounts due under the Note.

The Court finds that the Note and Mortgage are in default because monthly payments have not been made. The Court further finds that the conditions of the Mortgage have been broken, the break is absolute, and Plaintiff is entitled to have the equity of redemption and dower of the current title holders foreclosed.

The Court finds that there is due on the Note principal in the amount of \$77,981.23, plus interest at the rate of 9.85% per annum from October 1, 2006. The Court further finds that there is due on the Note all late charges imposed under the Note, all advances made for the payment of real estate taxes and assessments and insurance premiums, Property Preservation, and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment of one or more specific such items is prohibited by Ohio law.

As a result, the Court hereby enters judgment for the amount due on the Note against Lisa Gamble.

The Court finds that the Mortgage was recorded with the Cuyahoga County Recorder and is a valid and subsisting first mortgage on the Property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that unless the sums found to be due to Plaintiff are fully paid within ten (10) days from the date of the entry of this decree, the equity of redemption of the defendant title holders in the property shall be foreclosed and the property shall be sold free of the interests of all parties to this action. In addition, an order of sale shall issue to the Master Commissioner, directing him to appraise, advertise and sell the property according to the law and the orders of this Court and to report his proceedings to this Court.

Notice of the time and place of the sale of the Property shall be given to all persons who have an interest in the property according to the provisions of Section 2329.26 of the Ohio Revised Code.

Upon distribution of the proceeds, pursuant to the Order of Confirmation of Sale and Distribution in accordance with the provisions of Amended General Order 2006-16, a certified copy of the Order shall be issued to the Cuyahoga County Recorder and Clerk of Courts, directing them to enter the same on the margin of the records of the mortgages and liens, releasing the liens adjudicated herein from the premises.

IT IS SO ORDERED.

DATE: 8/28/2007

/s/SOLOMON OLIVER, JR.
Judge Solomon Oliver, Jr.
UNITED STATES DISTRICT JUDGE

Approved:

/s/ Richard J. Feuerman
Richard J. Feuerman (0070407)
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JUDGMENT

UNITED STATES DISTRICT JUDGE SOLOMON OLIVER, JR.

The Court having contemporaneously entered its Default Judgment and Decree of Foreclosure, this action is accordingly terminated pursuant to Federal Rule of Civil Procedure 58.

IT IS SO ORDERED:

DATE: 8/28/2007

/s/SOLOMON OLIVER, JR.

**JUDGE SOLOMON OLIVER, JR.
UNITED STATES DISTRICT JUDGE**